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(Appearances continued on next page)

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MONIQUE BENNETT,) Case No.: 2:15-cv-00575-GMN-EJY
)
Plaintiff,) JOINT STIPULATION TO DISMISS
) ACTION WITH PREJUDICE;
vs.) REQUEST FOR RETENTION OF
) JURISDICTION
THE PRIMADONNA COMPANY,)
L.L.C.,) <i>Proposed Order filed concurrently herewith</i>
)
Defendant.)
)
)
)

JOINT STIPULATION TO DISMISS ACTION WITH PREJUDICE;
REQUEST FOR RETENTION OF JURISDICTION

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Attorneys for Defendant,
The Primadonna Company, LLC

Pursuant to Fed. R. Civ. Proc. 41(a)(1)(A)(ii), the parties, by and through their counsel of record, jointly stipulate and request the Court dismiss this action with prejudice, and that the Court retain jurisdiction over the action to enforce the terms of the parties' settlement agreement and any disputes related thereto. This stipulation and request are based on the following recitals:

RECITALS

1. In this action, Plaintiff Monique Bennett alleged that Defendant The Primadonna Company LLC violated Title III of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §12181 *et seq.*, in its provision of goods, services, facilities, privileges, advantages, and/or accommodations provided to the public at the Primm Valley Resort and Casino in Primm, Nevada (the "Resort").

2. In the action, Plaintiff sought injunctive relief to have Defendant remediate any alleged violations of Title III of the ADA at the Resort. Injunctive relief is available under Title III of the ADA. 42 U.S.C. §12188(a)(1).

3. Plaintiff and Defendant have reached a confidential agreement to resolve all claims asserted in the action (the "Agreement").

4. The Agreement requires the parties to perform certain obligations in the future. It also requires the parties to attempt to informally resolve any disputes arising from, or related to, compliance with the Agreement's terms.

5. In the event they are unable to informally resolve any disputes related to or arising from the Agreement, the parties agree that it would be more efficient and effective for them to seek relief from this Court, which has original jurisdiction over the action, and which is familiar with the claims asserted in the underlying action and

1 with the procedural history of the case.

2 6. Thus, the parties have stipulated that any party may bring a motion or
3 action to enforce the Agreement's terms if the parties are unable to informally resolve
4 their disputes. In the event a motion or action is initiated to enforce compliance with
5 the Agreement, the parties have agreed to take any steps necessary to provide the
6 Court with a copy of the Agreement while maintaining its confidentiality.

7
8 7. Because this Court has original jurisdiction over the plaintiff's claims
9 under Title III of the ADA, retention of jurisdiction over the Agreement, to ensure the
10 parties compliance therewith, is appropriate. *Kokkonen v. Guardian Life Ins. Co. of*
11 *Am.*, 511 U.S. 375, 381 (1994).

12
13 **STIPULATION AND REQUEST**

14 Thus, the parties stipulate and request:

- 15 1. That the Court dismiss this action with prejudice, and
16 2. That the Court, which has original jurisdiction over this action, retain
17 jurisdiction over the action, notwithstanding its dismissal, solely to enforce any
18 disputes that may arise related to the Agreement.

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21 Dated: April 22, 2020

METZ & HARRISON, LLP

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23 By: /s/ Sara Pezeshkpour

JEFF A. HARRISON

SARA PEZESHKPOUR

METZ & HARRISON LLP

Attorneys for Plaintiff, Monique Bennett

1
2 Dated: April 22, 2020

3
4 By: /s/ Brian L. Bradford
5 BRIAN L. BRADFORD
6 FISHER & PHILLIPS LLP
7 Attorneys for Defendant, The Primadonna
8 Company, L.L.C.
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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MONIQUE BENNETT,

Plaintiff,

vs.

THE PRIMADONNA COMPANY,
L.L.C.,

Defendant.

) Case No.: 2:15-cv-00575-GMN-EJY
)
) **ORDER APPROVING JOINT**
) **STIPULATION TO DISMISS**
) **AND REQUEST FOR**
) **RETENTION OF JURISDICTION**

1 Pursuant to the stipulation of the Parties, and for good cause shown, the Court
2 hereby dismisses the above-captioned action, with prejudice. The Court will retain
3 jurisdiction over the matter for the limited purpose of enforcing the terms of the
4 parties' settlement agreement and any disputes related thereto.

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6 **IT IS SO ORDERED.**

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8 Dated this 23 day of April, 2020.

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11 Gloria M. Navarro, District Judge
12 UNITED STATES DISTRICT COURT
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